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Attorneys for Defendants Advent Product Development, Inc., Denice Thurlow, and Alphonso Eiland

## UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA

MATTHEW WATERS, individually and on behalf of other members of the general public similarly situated,

Plaintiff.

v.

ADVENT PRODUCT DEVELOPMENT, INC., a South Carolina Corporation, DENICE THURLOW, ALPHONSO EILAND, and DOES 1 through 50, inclusive,

Defendants.

Civil Action No.: 07-cv-2089 (BTM)(LSP)

Document electronically filed.

DECLARATION OF DENICE THURLOW IN SUPPORT OF DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO REMAND

1. I, Denice Thurlow, am an individually named Defendant in the above captioned matter and am also the President of Advent Product Development, Inc.

("Advent"). I hereby make this Declaration in support of Defendants' Opposition to Plaintiff's Motion to Remand this matter.

- 2. I am a citizen of the State of California and of the United States and an individual residing and domiciled at 541 Drake Lane, Surfside Beach, South Carolina 29575. My permanent home, where I intend to remain, is located in Surfside Beach, South Carolina.
- 3. Advent has three offices in California with various representatives located at each of these offices. Alphonso Eiland, a representative of Advent who works solely out of Advent's San Diego, California office, has no involvement in the creation of Advent's contractual agreements or the creation of the Legal Protection Reports.
- 4. Plaintiff Mathew Waters (hereinafter "Waters") contracted with Advent under the Product Profile Agreement thereby paying \$1,190.00 to Advent. Then Waters contracted with Advent under the Representation Agreement for \$9,240.00. At the time of entering into this Representation Agreement, Waters paid a deposit of \$4,000.00 to Advent and signed a promissory note and security agreement for the remaining balance of \$5,240.00. The promissory note and security agreement is with a third party financing company.
- 5. Waters, like all the potential plaintiffs in this matter, has paid Advent in full for both the Product Profile Agreement and Representation Agreement.
- 6. On October 3, 2007, Advent was served with a copy of the Summons, Complaint, Civil Case Cover Sheet, Notice of Case Assignment, Notice to Litigants/ADR Information Package and Stipulation to Alternative Dispute

Resolution Process. Advent has never been served with a copy of a document titled Proof of Service.

- Attached hereto as Exhibit A is a true and correct copy of Advent's 7. web site listing Advent's office locations.
- Attached hereto as Exhibit B is a true and correct copy of the 8. Promissory Note and Security Agreement.

I declare under penalty of perjury that the foregoing information is true and correct to the best of my knowledge.

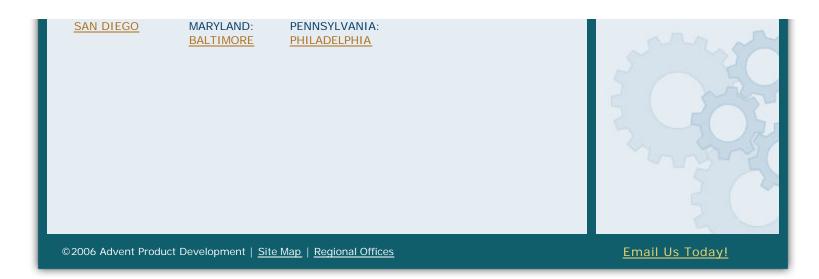
Dated:December / , 2007
Pawleys Island, South Carolina

## Exhibit A

Page 5 of 8



Document 8-3



## Exhibit B

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To the rights and remedies of the holder hereunder are to be waived or affected by failute of delay to exercise them. All remedies conferred on a holder by this Note or any other istrument or agreement shall be cumulative, and nonexclusive. Such remedies may be concurrently or consecutively at the holder's option. This Note may be prepaid in whole or in any time without penalty. Any partial prepayment shall be made upon prior written notice to the holder of this Note. This is a commercial loan made for business purpose and of or personal, family or househo! purposes.  This Note shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws and decisions of the State of South Canofina. 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